

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services

DEPARTMENT: Community Services

DIVISION: Probation

AUTHORIZED BY: David Medley

CONTACT: Derek Gallagher

EXT: 4613

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services to continue a collaborative working relationship.

County-wide

Derek Gallagher

BACKGROUND:

The Florida Statute 163.01 authorizes the County and Sheriff to enter into Interlocal agreements for the provision of services. Currently the Sheriff maintains computer software support services seven (7) days per week, twenty-four (24) hours per day.

The County has determined that it is advantageous for the County to enter into an agreement with the Sheriff for provision of computer software services to the County.

Prior to 2001, local law enforcement agencies kept separate databases on offenders, arrests, various required forms, etc. Information-sharing among the agencies was spotty, at best, and was only accomplished when individuals collaborated on specific tasks. The introduction of CAFÉ by the Seminole County Sheriff's Office revolutionized offender information-sharing in a simple, user-friendly format which has transformed from simple computer-aided forms entry into a powerful information-sharing database which has been adopted by Seminole County Probation to meet its offender management needs and has been mandated by the Court to replace the separate municipal databases which were previously used. CAFÉ has proven its worth by providing real-time offender information to all of Seminole County's law enforcement community, as well as affiliated agencies. Multi-agency offender sweeps, such as the recent very successful multi-county operation conducted on violent offenders, would have been impossible without CAFÉ.

The attached MOU seeks to re-affirm the collaborative relationship and separate responsibilities of each party. This MOU will supersede all oral agreements and negotiations between the parties as well as any previous agreements presently in effect between the parties relating to the subject matter. The term of this Memorandum of Understanding shall be from October 1, 2007 through September 10, 2009, and shall automatically be renewed thereafter for successive terms of like duration, unless earlier terminated.

STAFF RECOMMENDATION:

Staff recommends the Board approve and authorize the Chairman to execute the Memorandum of Understanding between Seminole County and Seminole County Sheriff's Office Computer Software Services to continue a collaborative working relationship.

ATTACHMENTS:

1. 2008 MOU
2. 2001 MOU

Additionally Reviewed By:

☒ County Attorney Review (Ann Colby)

Draft Created on 3/25/2008 7:50:49 AM by Derek Gallagher

**MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND SEMINOLE COUNTY SHERIFF'S OFFICE
FOR COMPUTER SOFTWARE SERVICES**

THIS MEMORANDUM OF UNDERSTANDING is made and entered into this _____ day of _____, 2008, by and between the **SEMINOLE COUNTY SHERIFF'S OFFICE**, whose address is 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SHERIFF," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, authorizes the COUNTY and SHERIFF to enter into interlocal agreements for the provision of services; and



WHEREAS, the SHERIFF maintains computer software support services seven (7) days per week, twenty-four (24) hours per day; and

WHEREAS, the COUNTY has determined that it is advantageous for the COUNTY to enter into an agreement with the SHERIFF for provision of computer software services to the COUNTY,

NOW, THEREFORE, in consideration of the mutual considerations, understandings and covenants set forth herein, the parties hereto agree as follows:

Section 1. Term and Termination. The term of this Memorandum of Understanding shall be from October 1, 2007 through September 30, 2009, the date of signature by the parties notwithstanding, and shall automatically be renewed thereafter for successive terms of like

duration, unless earlier terminated as provided herein. This Memorandum of Understanding may be terminated by either party, with or without cause, by providing one (1) year written notification in advance to the other party.

Section 2. Purpose. The purpose of this Memorandum of Understanding is to establish terms and conditions under which the SHERIFF shall provide computer software services and support to the COUNTY.

Section 3. Cooperation. The parties to this Memorandum of Understanding shall provide all reasonable and necessary cooperation and assistance so as to facilitate the performance of the services set forth hereunder.

Section 4. Basic Services.



(a) SHERIFF shall:

(1) Provide the Computer Aided Forms Entry (CAFÉ) 2000, the 'FINDER' program and other applicable software packages available on the SHERIFF'S network to the COUNTY.

(2) Provide to the COUNTY, if requested, XCAD, a computer aided dispatch system designed by the SHERIFF for use by the COUNTY via MOBILE XCAD for laptop computers.

(3) Provide necessary instruction and training to COUNTY personnel in CAFÉ 2000, MOBILE XCAD, FINDER and other applicable software available on the SHERIFF'S information system.

(4) Provide network and database security and backup to COUNTY of the COUNTY'S CAFÉ 2000 reports.


(5) Provide telephone and on-site software support to the COUNTY for CAFÉ 2000, MOBILE XCAD, FINDER and other applicable software available on the SHERIFF'S information system.

(6) Provide for a sufficient number of appropriately qualified personnel to perform the services set forth hereunder.

(7) Provide the COUNTY with the SHERIFF'S Information Services Standard Operating Procedures for using software on the SHERIFF'S network.

(b) COUNTY shall:

(1) Provide access to the SHERIFF'S information system to only law enforcement and criminal justice agency personnel with appropriate authorization for authorized criminal justice purposes only.

(2) Not transfer or  sell any software provided to the COUNTY by the SHERIFF without the express written consent of the SHERIFF.

(3) Provide computer equipment compatible with the computer and network equipment utilized by the SHERIFF.

(4) Send all authorized COUNTY personnel for training on CAFÉ 2000, MOBILE XCAD, FINDER and other applicable software available on the SHERIFF'S information system.

(5) Comply with the SHERIFF'S Information Services Standard Operating Procedures when using software available on the SHERIFF'S network.

(6) Enter and edit probationer information in CAFÉ 2000 in a timely manner.

(7) Maintain the required software licenses to allow COUNTY personnel access to the SHERIFF'S information system.

(c) COUNTY and SHERIFF shall comply with all applicable Federal, State and local laws, statutes, rules, regulations and orders governing the dissemination of the information available hereunder, specifically including Chapter 119, Florida Statutes.

Section 5. Conflict of Interest.

(a) The parties agree that they shall not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Memorandum of Understanding or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee of their political subdivision or office has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the parties to be conducted under this Memorandum of Understanding, and that no such person shall have any such interest at any time during the term of this Memorandum of Understanding.

Section 6. Indemnification. Neither the COUNTY its officers, agents or employees, nor the SHERIFF, its officers, agents or employees shall be deemed to have assumed any liability for the intentional or negligent acts or omissions of the other party or its

officers, agents or employees. Neither party waives any defense of sovereign immunity, nor increases the limits of its liability, if any, upon entering into this Memorandum of Understanding.

Section 7. Compensation. The parties shall provide each other with the services set forth in this Memorandum of Understanding at no cost.

Section 8. Notices. Whenever either party desires to give notice unto the other party, notice shall be sent to:

SHERIFF

Mark Schendorf, Deputy Director
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, Florida 32773

COUNTY

County Manager
County Services Building
1101 E. First Street
Sanford, Florida 32771



Either of the parties may change, by written notice as provided herein, the address or person for receipt of notices.

Section 9. Entire Agreement

(a) It is understood and agreed that the entire agreement of the parties is contained herein and that this Memorandum of Understanding supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provision of this Memorandum of Understanding shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed on the date first above written.

WITNESS:

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: _____
DONALD F. ESLINGER, Sheriff

Date: _____



ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____
BRENDA CAREY, Chairman

MARYANNE MORSE
Clerk of the Board of
County commissioners of
Seminole County, Florida

Date: _____

For the use and reliance
of Seminole County only.
Approved as to form and
Legal sufficiency.

As authorized for execution by the
the Board of County Commissioners
at its _____, 2008,
regular meeting.

County Attorney

SED/sb
2/12/08

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SEMINOLE COUNTY/SEMINOLE COUNTY SHERIFF'S OFFICE
COMPUTER SOFTWARE SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 16 day of Oct 2001, by and between the SEMINOLE COUNTY SHERIFF'S OFFICE, whose address is 100 Bush Boulevard, Sanford, Florida 32773, hereinafter referred to as the "SHERIFF," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY."

W I T N E S S E T H:

WHEREAS, Section 163.01, Florida Statutes, authorizes the COUNTY and SHERIFF to enter into Interlocal Agreements for the provision of services; and

WHEREAS, the SHERIFF maintains computer software support services seven (7) days per week, twenty-four (24) hours per day; and

WHEREAS, the COUNTY has determined that it is advantageous for the COUNTY to enter into an Agreement with the SHERIFF for provision of computer software services to the COUNTY,

NOW, THEREFORE, in consideration of the mutual considerations, understandings and covenants set forth herein, the parties hereto agree as follows:

Section 1. Term and Termination. The term of this Agreement shall be from October 1, 2001, through September 30, 2003, the date of signature by the parties notwithstanding, and shall automatically be renewed thereafter for successive terms of like duration, unless earlier terminated as provided herein. This Agreement may be

terminated by either party, with or without cause, by providing one (1) year written notification in advance to the other party.

Section 2. Purpose. The purpose of this Agreement is for the SHERIFF to provide specific computer software services, including a probationer/client computer database to the COUNTY.

Section 3. Cooperation. The parties to this Agreement agree that their respective officers, employees and agents shall cooperate with each other to ensure that the services set forth in the Agreement are fully performed.

Section 4. Basic Services.

(a) SHERIFF shall:

(1) Modify the SHERIFF'S records management system, hereinafter referred to as CAFÉ 2000, to include records management for the COUNTY'S Probation Division and Prosecution Alternatives for Youth (PAY) Division. The functionality of this modified software shall be mutually agreed upon by both parties.

(2) Provide standard reports such as, but not limited to, Probationer, Payment Receipt and History, Fee deposit, and Violation of Parole, in formats and time intervals as mutually agreed upon by both parties.

(3) Provide necessary instruction and training in CAFÉ 2000, Florida Crime Information Center/National Crime Information Center (FCIC/NCIC), Criminal Justice Net (CJNET), and other applicable software available on the SHERIFF'S information system.

(4) Provide network and database security and backup to COUNTY for the COUNTY'S Probation Division and PAY Division.

(5) Provide telephone and on-site software support for CAFÉ 2000, FCIC/NCIC, CJNET and other applicable software available on the SHERIFF'S information system.

(6) Provide CAFÉ 2000 upgrades in functionality and time intervals as mutually agreed upon by both parties.

(7) Provide for a sufficient number of personnel, appropriately qualified to perform the services set forth hereinabove.

(b) COUNTY shall:

(1) Provide access to the SHERIFF'S information system to only law enforcement and criminal justice agency personnel with appropriate authorization for authorized criminal justice purposes only.

(2) Provide the SHERIFF with a list of all COUNTY personnel authorized to access the SHERIFF'S information system.

(3) Provide computer equipment compatible with the computer and network equipment utilized by the SHERIFF.

(4) Send all authorized COUNTY personnel for training on CAFÉ 2000, SHERIFF'S Computer User Certification, and other applicable software available on the SHERIFF'S information system.

(5) Comply with all standard operating procedures when using CAFÉ 2000 and all other software available on the SHERIFF'S information system.

(6) Enter and edit probationer information in CAFÉ 2000 in a timely manner.

(7) Maintain all required software licenses, including Microsoft BackOffice Client, to allow access to the SHERIFF'S CAFÉ 2000 SQL Database.

(c) Both parties shall:

(1) Review Probation/PAY tracking enhancements at least annually.

(2) Comply with all applicable Federal, State and local laws, statutes, rules, regulations and orders governing the dissemination of the information available hereunder, specifically including Chapter 119, Florida Statutes.

Section 5. Conflict of Interest.

(a) The parties agree that they shall not engage in any action that would create a conflict of interest in the performance of their obligations pursuant to this Agreement or which would violate or cause others to violate the provisions of *Part III, Chapter 112, Florida Statutes*, relating to ethics in government.

(b) The parties hereby certify that no officer, agent or employee of their political subdivision or office has any material interest (as defined in *Section 112.312(15), Florida Statutes*, as over 5%) either directly or indirectly, in the business of the parties to be conducted under this Agreement, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to *Section 216.347, Florida Statutes*, the parties hereby agrees that monies received pursuant to this Agreement shall not be used for the purpose of lobbying the Legislature or any other State or Federal Agency.

Section 6. No Indemnification. Neither the COUNTY, its officers, agents or employees, nor the SHERIFF, its officers, agents or employees shall be deemed to have assumed any liability for the

intentional or negligent acts or omissions of the other party or its officers, agents or employees.

Section 7. Notices. Whenever any party desires to give notice unto the other party, notice shall be sent to:

SHERIFF

Ron Johnson, Deputy Director
Seminole County Sheriff's Office
100 Bush Boulevard
Sanford, Florida 32773

COUNTY

County Manager
County Services Building
1101 E. First Street
Sanford, Florida 32771

Either of the parties may change, by written notice as provided herein, the address or person for receipt of notices.

Section 8. Entire Agreement

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions or waivers of the provisions of this Agreement shall be valid only when expressed in writing, approved by the respective parties and duly executed on behalf of each party as set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written.

WITNESS:

SEMINOLE COUNTY
SHERIFF'S OFFICE

By: _____

DONALD F. ESLINGER, Sheriff

Date: _____

8/17/01

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

By: _____

DICK VAN DER WEIDE, Chairman

Date: _____

October 16, 2001

MARIANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency

County Attorney

SED/gn/lpk
7/17/01 7/30/01
SC-SheriffComputerAgt.doc

As authorized for execution by
the Board of County Commissioners
at their Oct 9, 2001
regular meeting.